PARAGON LABORATORIES, INC. – STANDARD TERMS AGREEMENT

1. Unless detailed in a separate agreement between the parties, this agreement represents the sole and entire agreement between Paragon Laboratories, Inc. and its subsidiaries (SELLER) and PURCHASER. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the federal or state courts located in Oakland County, Michigan.
2. All prices advertised by SELLER are in United States Dollars (USD).
3. SELLER accepts payments by Electronic Funds Transfer (EFT), Wire Transfer, Corporate Check, Credit Card (Visa, Mastercard, American Express), and Debit Card.
4. All payments made by Credit Card are subject to a convenience fee of 3% of the total transaction amount. By choosing to pay with a credit card, the PURCHASER expressly agrees to this fee, which is added to cover the cost of processing.
5. All work is completed cash on delivery (COD) unless Credit Terms are established with the acceptable completion of a **Credit Application**.
6. Credit Terms are subject to change without notice at the sole discretion of SELLER.
7. SELLER's standard business hours are Monday through Friday, 07:00 EST through 18:00 EST, excluding holidays and other posted days off. Unless otherwise noted, all listed and quoted fees are for services performed during standard business hours.
8. Arrangements may be made, on a case-by-case basis, for work to be performed during non-business hours (evenings, weekends, and holidays). Arrangements with the laboratory must be made in advance. After-hours work is not available for all services. For a list of services SELLER offers during non-business hours, visit our **Website**.
9. For all non-business hour events (evenings, weekends, and holidays), SELLER will bill the PURCHASER 1.5 x Standard Fee(s) for all services provided, including labor fees, plus applicable Expedited TAT surcharges, along with Call-Out Fee(s) of $200 per hour per staff member required to perform the work, exclusive of Field Labor and Trip Fees which are detailed in **items 19 through 21**. Call-Out fees are billed in full hour increments and include staff drive time to and from the facility.
10. All prices listed are for a Standard TAT service level. Standard TAT service level is 5 business days from the day and time of receipt of the sample(s) at the laboratory. Expedited TATs may be available for additional fees (**see item 11**).
11. Expedited TAT service levels are not available for all services. Arrangements for Expedited TAT must be made with the laboratory in advance. When available, expedited TATs are billed on the following surcharge schedule: 3 Business Days @ 1.5 x Standard Fee(s); 2 Business Days @ 1.75 x Standard Fee(s); 1 Business Day @ 2 x Standard Fee(s); 8 Hours (reported by 16:00 EST if received by 07:00 EST) @ 4 x Standard Fee(s); and 4 Hours (reported by 16:00 EST if received by 11:30 EST) @ 5 x Standard Fee(s).
12. All prices listed for analysis with a default Hold Time (HT) shorter than the Standard TAT service level or other requested TAT service level are listed with the applicable fees, and respective surcharges will not be applied to these requests. In situations where the remaining HT, or corresponding extraction or preparation HT, is shorter than the Standard TAT service level because of a delay between sampling and receipt at the laboratory, respective surcharges will be applied to the requests according to the schedule in **item 11**.
13. All work orders submitted must meet a $100.00 Invoicing Minimum at Standard TAT service level. If the charges for the individual requests on a work order do not exceed $100.00, a Minimum Job Charge Adjustment fee will be applied in an amount equal to the difference to raise the total invoice amount to $100.00. The $100.00 Invoicing Minimum is subject to the Expedited TAT surcharge schedule listed in **item 11.**
14. All work orders processed include one Final Report event for the work order when all the individual requests on the work order have been completed. PURCHASER requested Draft Report events are available for additional fees. Incremental reporting events requested by the PURCHASER, issued as a Draft Report and known as Draft Report events, will be billed at $50.00 per event.
15. Final Reports can only be issued to one named organization. Reporting to parties other than the named organization is available for additional fees. Additional Final Reports may be sent to parties other than the named organization and will be billed to the named organization at $50.00 per additional Final Report issued. Additional Final Reports will list the named organization only.
16. SELLER reserves the right to issue Draft Reports for work orders at its discretion. All data provided in a Draft Report, if provided within the service level requested, may be billed at the fees and surcharges of the requested service level. Data not provided in a Draft Report and outside of the service level requested, may be billed at the fees and surcharges associated with the service level delivered.
17. SELLER reserves the right to bill the PURCHASER an Administrative Fee of $100.00 per event for re-opening a Workorder against which a Final Report and/or Invoice have previously been issued.
18. Unless otherwise specified, all listed fees and quotes are based on the delivery of a Level I Final Report package. Other report packages are available on the following surcharge schedule: Level II @ 1.1 x Project Fee(s); Level III @ 1.5 x Project Fee(s); Level IV @ 2.0 x Project Fee(s). Arrangements for reporting packages other than Level I must be made with the laboratory in advance.
19. All prices listed for Field Labor and Travel are based on the services being performed on a business day within a Monday through Friday and 07:00 EST through 16:00 EST window with at least 24-hour notice. All Labor and Travel services performed outside of these day/time windows are subject to additional fees and surcharges (**see items 20 through 21**). Field Labor and Travel may be available for same-day requests. When available, requests for same-day Field Labor and Travel will be billed @ 2 x Standard Fee(s) or higher.
20. All prices listed for Field Labor are based on services being performed anytime on the agreed upon business day. For requests requiring SELLER staff to perform field services at a specific time on an agreed upon business day, an additional $75.00 Dedicated Sampling Time fee will be assessed.
21. Non-business hour Field Labor Fees are billed @ 2 x Standard Fee plus Call-Out Fees (**see item 9)**. Non-business hour Trip Fees are billed at $100.00 / Trip for destinations within 25 miles of the laboratory and $200.00 / Trip for destinations within 50 miles of the laboratory. For distances greater than 50 miles from the laboratory, call for pricing.
22. Field activities that involve the transportation of hazardous materials will be billed a Hazardous Materials Handling Fee of $35.00 per event.
23. Equipment Rental Fees are billed on a per calendar day basis. Equipment Rental Fees are not pro-rated for partial calendar days of use.
24. SELLER reserves the right to bill the PURCHASER for the shipment and/or delivery of supplies at the time of shipment/delivery.
25. SELLER reserves the right to bill the PURCHASER for coolers and supplies which have been provided to the PURCHASER and have not been returned to the laboratory within 90 days from the date of shipment/delivery.
26. SELLER reserves the right to bill the PURCHASER for Field Labor Hours, Travel, Equipment Rental, and other associated costs incurred when PURCHASER's acts or failure to act causes a delay in providing a service or the rescheduling of a service for which SELLER has already mobilized.
27. PURCHASER reserves the right to cancel (terminate) testing and reporting at any point prior to the issuance of a Final Report for samples and tests, in part or in full. Cancellation requests must be provided in writing. PURCHASER will be invoiced in full for any testing or services completed prior to the cancellation of the originally requested testing. PURCHASER will be invoiced proportionally for any testing or services in process prior to the cancellation of the originally requested testing.
28. It is incumbent upon the PURCHASER to know the scope, capabilities, limitations, sampling/storage requirements, and interferences of any test or service request. SELLER will make reasonable efforts to provide the PURCHASER with technical information upon which to select appropriate tests and services.
29. It is incumbent upon the PURCHASER to communicate all workplace hazards and safety protocols to SELLER staff members engaged in work at PURCHASER locations.
30. SELLER reserves the right to invalidate any test result which does not pass quality review and invoice the PURCHASER accordingly for the completed laboratory processes and services performed prior to such determinations.
31. SELLER reserves the right to take the necessary actions, and bill the PURCHASER accordingly, to perform test(s) in compliance with method(s) requirements even when the actions are not part of the stated scope of the work, are/or are not included on quote documents, and/or the PURCHASER is unavailable to approve new charges and a delay in processing would invalidate the sample.
32. SELLER reserves the right to refuse service under any circumstance, including but not limited to: concern about hazard of sample(s); concern about intended use of report(s); concern about the integrity or completeness of work order or sample information; concern about the sample integrity or representativeness; and concern about legal implications of report usage.
33. SELLER reserves the right to return a sample to the PURCHASER before or after the minimum retain period.
34. SELLER reserves the right to discard unused portions of sample(s) without notice to the PURCHASER after the minimum retain period of 40 days from receipt of the sample(s) at the laboratory.
35. All samples submitted to the laboratory are subject to a $3.85 Sample Handling and Disposal Fee, per sample, regardless of retention by the laboratory.
36. All samples retained by the laboratory, at the request of the PURCHASER, for periods beyond the initial 40 day retain period, are subject to an Extended Retention Fee of $10.00 per sample per month billed on the first day of each month following the initial 40 day retain period.
37. SELLER reserves the right to bill the PURCHASER for all services at the time of performance irrespective of sample submission status. Included in this clause are Trip Fees and Shipping Fees associated with providing supplies to PURCHASERs in advance of sampling events.
38. **Hold Harmless.** Each Party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other Party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court- ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each Party shall maintain a policy or policies of insurance (or a self- insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees.
39. **Indemnification.** Each party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other party from third-party claims and costs arising from the Indemnifying Party's negligence, willful misconduct, or breach of this Agreement.
40. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
41. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to its conflict of law principles. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the federal or state courts located in Oakland County, Michigan.
42. **Amendments and Modifications.** No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by an authorized representative of each party.

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